

PART A: PROJECT SPECIFICATION & BRIEF

Victoria Park, Newbury:

New Community Café and Changing Rooms Buildings

Issue Date: 1st November 2018

PROJECT SPECIFICATION

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| **1** | **PROJECT DETAILS** |
| **a** | **Name of Council Procuring this Contract:**Newbury Town Council |
| **b** | **Project Name:**Café and Changing Rooms Facilities, Victoria Park, Newbury |
| **c** | **Project Address:**Victoria Park, 7-20 Park Way, Newbury, RG14 1DJ |
| **d** | **Tender Project Manager:**Stephen Hay | **Project Architect:**Karl Normanton  |
| **e** | **Project Description / Scope of Works**Newbury Town Council is seeking to appoint a suitable modular manufacturer to deliver a new community café 106m2 GIA and separate changing rooms facility 64m2 GIA within the historic Victoria Park, located in Newbury Town Centre. The summarised scope of works includes:* review of site material;
* site clearance and demolition (optional);
* finalising technical designs in conjunction with the Project Architects;
* groundworks and foundations;
* service connections and negotiation;
* manufacturing of café and changing rooms facility buildings;
* transportation to site and assembly of units with services connections made, and
* externals and finishing works including landscaping.

While this tender is not for ‘standardised designs’, the Town Council is keen to secure a ‘turnkey’ output for both modular units. The planning history associated with the community café and changing rooms facilities are detailed in the Project Brief and supporting appendices. |
| **f** | **Contract Type**Works – JCT Design & Build (2016) |
| **g** | **Estimated Contract Value**£250,000 to £500,000 |
| **2** | **INSURANCE REQUIREMENTS** |
| **a** | Public Liability - £5M (min) Employers Liability - £10M Professional Indemnity - £5M (min) Contract Work - £1M (min)  |
| **3** | **PROCUREMENT ROUTE** |
| **a** | The procurement of modular units and associated work is a specialised element of the building industry. Research was undertaken on the modular manufacturers of commercial / community use buildings and from this process a Pre-Qualification Questionnaire (PQQ) was issued to interested parties. Feedback during the PPQ engagement has helped inform the scoping of the commission and associated tender documents. The ITT has been issued to all parties which have successfully completed the PPQ and advertised on the Town Council’s website and UK Contracts Finder. |
| **4** | **PROCUREMENT TIMETABLE** |
| **a** | **Tender Issue Date:** Thursday 1st November 2018 |
| **b** | **Deadline for Questions:** Tuesday 13th November 2018 |
| **c** | **Tender Return Date:** **Tuesday 20th November 2018 – 12 Noon** |
| **d** | **Anticipated Award Date (pre-contract):**Friday 23rd November 2018 |
| **e** | **Project Inception Date (pre-contract):**Monday 26th November 2018 |
| **5** | **CONTRACT INFORMATION** |
| **a** | **Form of contract:**JCT Design and Build (2016) |
| **b** | **Design requirement**:RIBA Stages 4 & 5 - Technical product design – detailed plans, elevations, sections and associated schedules, specifications in order to create construction information. Structural design and calculations and M&E design for each building.  |
| **c** | **Collaborative Procurement:**Not applicable to this contract. |
| **d** | **Cost Saving & Improvement options:**The Council is seeking innovation and cost saving against the specification provided. There may be some cost savings in the approach developed to the café roof structure. |
| **e** | **Sustainable development & environmental considerations**The contract requires consideration of impacts on the environment, whole life costing and end of disposal. The contract requires consideration to energy and heat reduction and efficient building running costs. Technical considerations are included in the Project Brief. |
| **f** | **Price Variations and Fluctuations**These contracted works are for a relatively short period of time. It is not considered that there will be significant variations in prices from the contracted sum submitted and matters such as inflation will be taken into consideration in pricing. Any anticipated price variations and fluctuations will be managed through a mechanism or series of mechanisms agreed in the finalised contract. |
| **g** | **Bonds and Guarantees**It is likely that the contract will include an on-demand performance bond – circa 10% of total contract value, with the bond to remain in place until the end of the defects liability period. There will also need to be a retention figure and contingency agreed with the successful tenderer based on the overall value of the contract.  |
| **h** | **Contract Start Date (estimate):**Successful tenderer pre-contract discussions: Monday 26th November to Friday 7th December 2018Contract let: Friday 7th December 2018There may be scope to bring forward the contract start depending upon the schedule of amendments to the JCT Design & Build (2016) contract. |
| **i** | **Contract End Date (estimate):**Practical completion – w/c 8th July 2019This is a **worst-case scenario** and an earlier contract end date would be encouraged subject to manufacturing schedules and progress on groundworks / foundations. |
| **j** | **Contract Execution Method:**As a deed |
| **k** | **Contract Variations**:Managed by the contract administrator in accordance with industry standards and variables as set out through the JCT contracting procedures. |
| **l** | **Other contractual requirements**:Please note information detailed in Instructions to Bidders (Part B) |
| **6** | **OTHER INFORMATION** |
| **a** | **Price to be held open for**:90 days |
| **b** | **Price / Quality Split:**50:50  |
| **c** | **Payment Terms:**As detailed in the finalised contract. |
| **d** | **Product Warranties:****Defects Liability -** whole building and covers any defect other than those which clearly result from misuse, abuse or accidental damage – 12 months.**External Fabric Product Warranty** - any part of the external fabric of the building, including the floor and wall panels, roof deck, windows and doors – 5 years.**Structural warranty -** the structural elements of the building to include any columns, side beams, floor joists, ties in the roof and roof beams – 25 years (minimum). |
| **e** | **Collateral Warranties:**These may be required for any sub-contractor arrangements. Details to be agreed in final contract. |
| **f** | **Service / Maintenance Provision:**O/M Manual with as built drawings. |
| **g** | **Liquidated & Ascertain Damages:**As set out in contract particulars. |
| **h** | **Sub-contracting**The contract allows for sub-contracting. |
| **7** | **H&S and Accreditations** |
| **a** | **Construction Health & Safety Accreditation (CHAS)**Required |
| **b** | **Construction Design and Management Regulations (CDM):**Assumed under CDM 2015 the project is notifiable to HSE. Modular supplier to confirm requirements. |
| **c** | **CDM Coordinator:**Please provide name and contact details.  |
| **d** | **Other H&S:**Electric pylons adjacent to café site.Public park and operational space.Restricted vehicular site access. |
| **e** | **Construction Industry Scheme (CIS)**Required if sub-contracting. |
| **8** | **Legal Disputes** |
| **a** | The approach to legal disputes will be set out in the contract. |

PROJECT BRIEF

**Introduction**

1. Newbury Town Council is seeking to appoint a suitable modular manufacturer to deliver a new community café and separate changing rooms facility within the historic Victoria Park, within Newbury Town Centre. This is a popular public park within a conservation area, which has benefited from recent investment, including upgraded tennis court facilities and a splash park near the location of the proposed café and changing rooms builds.
2. Planning permission was originally obtained (but now expired) in 2015 for a new community café with a section 73 variation of conditions in 2017. The proposed changing rooms has an extant planning permission – dating from 2017. The ambition of the Town Council is to maintain the architectural integrity of the original designs / plans for these buildings but to ‘modularise’ the designs to reduce construction costs and streamline on site erection time.
3. Newbury Town Council has appointed and retained architects for the developments – Joseph Hardy design & heritage and People Led Design to provide project management support to assist in procuring and delivering these builds.
4. The Town Council is looking to commission through this tender:
* the manufacturer of two modular buildings (community café and changing rooms facilities), and
* associated groundworks and services connections;

The existing buildings will also need to be demolished, electricity supply retained and the sites cleared and secured. There is an option to price for this part of the works within the tender documents.

**Background Information**

5.0 The Existing and Proposed site plans for this project are enclosed in **Appendix A**. A set of packaged material, including planning context and information for each proposed building is enclosed in:

* **Appendix C** – Changing Facility
* **Appendix D** – Proposed Cafe

**Flood Risk**

1. The proposed developments are located within Flood Zone 3 – an area with a high probability of ﬂooding that beneﬁts from ﬂood defences. The broad quantum of development (floorspace) has been agreed with the Environment Agency (EA) through the planning application process. Figure 1 below provides an overview on flood risk taken from the EA flood risk map. All hard standing around each building is to be permeable.

**Figure 1 - Flood Risk: Victoria Park**



 **Planning Details and Conditions**

1. The appointed supplier will be required to input into the following:
* the Changing Facility: Pre-commencement planning conditions to be discharged with West Berkshire District Council (refer Appendix C - Decision Notice regarding Changing Facility, and
* the Café: FUL planning submission for the Cafe scheduled for January 2019 needs to also contain technical design in order to negate Conditions for details/materials and so forth.

In this regard, a dual approach to some of the Conditions (either applied or assumed) can be taken in order to accelerate and streamline the programme to get onto site, for example the Construction Management Plan/WSI/Landscaping can be developed holistically.

8.0 The submission of the Conditions for the Changing Facility and the FUL planning submission with details will be made and managed by the Project Architects as acting agents on behalf of Newbury Town Council, where applicable the appointed Supplier will support the planning application/Discharge of Conditions in the provision of information (e.g. Construction Management Plan/technical details).

**Ground Conditions and Utilities**

9.0 See Appendices B and E, which contain the following:

* site & level survey;
* below ground utility survey;
* soil investigation, and
* information from Thames Water on public sewer build over agreement.

Please note that the Café orientation on site is to be agreed. Two options are currently under consideration.

10.0 It is understood that there is an existing 3 phase electricity supply that runs through Victoria Park, although connection has not been confirmed and will be subject to load details relating to the final designs and discussions with Scottish and Southern Electricity Networks (SSEN). Basic energy requirements for these projects are likely to include:

* each building will need to be metered separately with easy access to the metered supply;
* electricity powered cooking and warming up facilities in the café – hot plate / griddle, multi-functional microwave, hot water supply, coffee machine, including hot water supply for tea and basic white goods, including freezer / fridges;
* electric showers within the changing rooms;
* low energy lighting;
* CCTV coverage, and
* electricity supplies to be maintained to the tennis courts and splash park.

There is an interest from the Town Council in the provision of underfloor heating within the café, and a commercial hot air curtain. Frost protection heating is required in the changing rooms.

**Site Access**

11.0 The modular supplier is deemed to have visited and inspected the site and satisfied itself as to the accessibility of the site, the existing rights of way, the full extent and character of the site, the availability and supplies of water, and services for temporary lighting and power, and of other services required in the execution of the Works, and of all local conditions and restrictions. Access for large articulated lorries will not be possible. Arrangements will need to be made to transfer equipment and materials to the site on smaller vehicles.

12.0 Please refer to Existing Site Plan Appendix A. The approval of the Local Authority will be required for vehicular access and egress points.

**Design Considerations**

13.0 Aesthetic requirements: The modular supplier should note the outline designs in Appendix C & D are relatively fixed in terms of scale, mass and layout, particularly in relation to the changing facility. The Employer requires the general design intent of both buildings to be adhered to as far as practicable. The roof of each building shall not be of low pitch or flat design.

14.0 The changing facility is to be clad in timber, both walls and roof as approved. The type of timber, finish and cladding profile is subject to development with the modular supplier. The height of the building and roof pitch are fixed under the existing planning approval. The café requires planning approval. Like the changing facility its walls are to be clad in timber, again the timber type, finish and profile is subject to development with the modular supplier. The overhanging roof is required to afford some level of shelter /shade and therefore comfort to users sitting outside. The materiality and buildability of the roof will be subject to development with the modular supplier. Ideally, both buildings will match/ complement each other in terms of design style.

15.0 Environmental considerations: The modular supplier and their designers must ensure that the following objectives are pursued in order to minimise the adverse environmental effects of the scheme:

* minimise Co2 emissions in the supply chain;
* cost permitting Improve thermal performance of building envelope over and above Building Regulation requirements;
* provide low energy lighting systems;
* provide cycle parking stands at the café;
* pollution: ensure no ozone depleting substances are used in the construction;
* materials: ensure use of sustainably managed and sourced timber for both basic building, structural work and finishing elements, and
* café: Provide facilities for storage of recyclable waste internally.

16.0 Reserved Rights: The Employer reserves the right to review the modular supplier’s specification and proposals during the technical design phase and reject components which they feel do not meet their needs and requirements. The modular supplier should make allowance alterations and revisions to drawings and specifications throughout the technical design process.

17.0 Specification – General: The modular supplier shall carry out and complete the proposed buildings in accordance with the signed off construction information drawings and specification and to comply with good building practice and to the reasonable satisfaction of the Employer.

18.0 Industry Standard Specification: The appointed modular supplier’s proposals are required to meet the requirements of the following documentation and all other documents and acts applicable by English Law.

* Building Regulations Approved Documents (England and Wales).
* CDM regulations 2015.
* Workplace (Health, Safety and Welfare) Regulations.
* The Employment Act.
* All relevant British and EU Standards.
* All relevant Codes of Practice.

19.0 Materials: Are to be suitable for the purposes of the Works stated, in accordance with good building practice, and complying strictly with British Standards or the ISO equivalent. Any Building Materials in the following three categories should be excluded from the construction process:

a) materials that could pose a danger to health;

b) materials used in such a way as to have a likelihood of failure or cause structural defect and

c) materials, the use of which would endanger the investment potential of the development.

All materials to be incorporated in the Works shall at all times be carefully handled, stored in accordance with the manufacturer/supplier instructions where appropriate and protected from the weather. Wherever possible, materials should require minimum maintenance.

20.0 Workmanship: To be of a high standard throughout, particularly with regard to the accuracy of dimensions, lines, planes, levels and everything necessary to ensure that the standard of finish which is hereby demanded by the Build Contract is achieved and, where applicable, is to comply with the relevant British Standard Specifications or the ISO equivalent, British Standard Codes of Practice. Where and to the extent that workmanship is not fully specified, it is to be, in order of priority, suitable for the purposes of the Works stated, in accordance with good building practice and complying with British Standard Codes of Practice. All work is to be protected against frost damage and work liable to damage by frost is not to be carried out at temperatures less than 2° Celsius unless precautions are taken against low temperatures, particularly in relation to groundwork.

21.0 Approvals: The modular supplier will be responsible for obtaining full Building Regulations approvals / completion certificate and assisting in the discharge of planning conditions that are applied to permissions through the provision of information relating to technical aspects of the design. The modular supplier is responsible for all fire fighting equipment and statutory signage. The fire alarm system is required to meet Level L2 in the café building.

22.0 Proximity of Trees in relation to proposed works: Attention is drawn to the conditions of BS 5837 - "Code of practice for trees in relation to construction", with regard to the protection of existing vegetation. existing trees, shrubs and other plants that are identified to be retained shall not be removed without specific instruction from the Employer. The modular supplier shall take all precautions necessary to protect existing vegetation from malicious or accidental damage. Reference should be made to the Planning Permission and to the protection of, and works to, existing trees, hedges and vegetation and shall have allowed all costs in connection.

23.0 Bespoke requirements: Attention is drawn to security concerns regarding the café. The Employer intends to be able to lock down the building when not in use, by way of pivoting and folding timber shutters which will need to be integrated into the wall design. CCTV infrastructure will need to be reinstalled as part of the finalised works.

24.0 Durability and warranties – these are set out are minimum standards within the Project Specification.

25.0 Intellectual Property Rights (IP) - the original pre-contract designs remain the intellectual property of Joseph Hardy design & heritage. A separate IP agreement will need to be put in place with the successful tenderer for the finalised designs with Joseph Hardy design & heritage.

 **Headline Critical Timelines**

26.0 Key critical dates for this commission are set out below:

* **Design Development** - December 2018 to January 2019
* **Planning** - Determination of Planning Application (café) plus discharge of conditions (two builds) - January to March 2019
* **Manufacturing** – March to June 2019
* **Ground works and site preparation** – March to June 2019
* **Delivery, installations and connections** – June 2019
* **Practical completion** – w/c 8th July 2019 (latest date and worst-case scenario)

**Contract Type**

27.0 The Council will be using a JCT Design and Build (2016) contract with ‘on demand’ e-drafting capabilities to speed up contract completion / agreement.

**Appendices**

Appendix A – Site Plans

Appendix B – Survey & Utilities

Appendix C – Changing Facility

Appendix D – Proposed Café

Appendix E – Build Over Information